

**STATE OF GEORGIA
COUNTY OF FULTON
CITY OF SOUTH FULTON**

RESOLUTION NO. 2017-018

**A RESOLUTION AWARDDING BUILDING AND INSPECTION SERVICES TO
CHARLES ABBOTT ASSOCIATES, INC.**

WHEREAS, the City of South Fulton ("City") is a municipal corporation duly organized and existing under the laws of the State of Georgia;

WHEREAS, pursuant to Section 1.12 of the City Charter, the City is authorized to regulate and license the erection and construction of buildings;

WHEREAS, the City is charged with preserving the health, safety, and welfare of its citizens;

WHEREAS, the Governor's Commission on the City of South Fulton ("Commission") issued a Request for Proposal for Building and Inspection Services;

WHEREAS, numerous applicants submitted responses to the Request for Proposal;

WHEREAS, the Commission evaluated and scored the Request for Proposal;

WHEREAS, the Commission concluded that Charles Abbott Associates, Inc. provided a responsive proposal that was the most competitive when scored against the other applicants; and

WHEREAS, the City Council finds that the Commission conducted an appropriate process and relies on the work performed by the Commission;

BE IT HEREBY RESOLVED by the Mayor and City Council that:

1. The aforesaid recitals are not mere recitals, but are material portions of this Resolution;
2. The Interim City Manager is authorized to enter into a contract with Charles Abbott Associates, Inc. to provide building and inspection services within the City;

3. The Contract between the City and Charles Abbott Associates must be substantially similar to the terms set forth in Charles Abbott Associates's response to the Request for Proposal; and
4. The Interim City Attorney is instructed to review the contract authorized by this Resolution for compliance with this Resolution, the City Charter, and the laws of the State of Georgia.

The foregoing Resolution No. 2017-018 was offered by Councilmember Jackson, who moved its approval. The motion was seconded by Councilmember Kamau, and being put to a vote, the result was as follows:

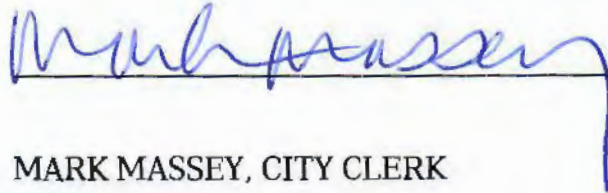
	AYE	NAY
William "Bill" Edwards, Mayor	_____	_____
Catherine Foster Rowell (Mayor Pro Tem)	_____	_____
Carmalitha Lizandra Gumbs	✓	_____
Helen Zenobia Willis	✓	_____
Gertrude Naeema Gilyard	✓	_____
Rosie Jackson	✓	_____
khalid kamau	✓	_____
Mark Baker	✓	_____

THIS RESOLUTION adopted this 23rd day of May 2017. CITY OF SOUTH FULTON,
GEORGIA



WILLIAM "BILL" EDWARDS, MAYOR


ATTEST:



MARK MASSEY, CITY CLERK



APPROVED AS TO FORM:



Josh Belinfante
BRIAN LAKE, INTERIM CITY ATTORNEY

AGREEMENT

THIS AGREEMENT is made and entered into this 15th day of June 2017, by and between THE CITY OF SOUTH FULTON hereinafter referred to as "City", with principal offices at 5440 Fulton Industrial Boulevard SW South Fulton, Georgia 30336 and CHARLES ABBOTT ASSOCIATES, INC., hereinafter referred to as "Consultant", with corporate offices located at 27401 Los Altos, Suite 220, Mission Viejo, CA 92691 and local offices located at One Hartsfield Center, 100 Hartsfield Centre Parkway, Suite 500, Atlanta, GA 30354.

WHEREAS, The City proposes to utilize the services of Consultant for Inspections and Plan Review services.

WHEREAS, the Consultant has represented to the City that the Consultant has the requisite qualifications and experience, and has the requisite facilities to properly perform the proposed services in a thorough, competent, professional, and workmanlike manner.

Now, therefore, in consideration of the foregoing and the mutual promises and covenants herein contained, the parties hereto agree as follows:

SCOPE OF SERVICES

- A. Consultant will perform services and the related work described above, as per the Proposal for RFP#2017-001 issued by the City of South Fulton, attached as Exhibit A.
- B. Consultant will perform services based on directives issued by the City. Consultant will not undertake any work, which will result in costs, expenses, or fees without written permission from the City. Consultant will not further subcontract or assign said work to any other individual or company without consent of the City.
- C. The City may require Consultant to provide additional services beyond the items described above. For such services, the rates and quantities will be negotiated between the City and Consultant. If approved by the City, a written work order will be provided.

COMPENSATION

- A. Consultant will provide monthly invoices, which will itemize all permit and plan review fees taken in by the City during the period being billed. Billing will reflect the percent of fee as agreed upon per the attached proposal (Exhibit A). Additional services requested beyond the items described above, will be itemized for work performed, and related charges for that work as negotiated and agreed upon between the City and the Consultant will be invoiced to the City separate and apart from those services normally provided by the Consultant.
- B. The City will pay each such invoice within 30 days of receipt of each invoice. Consultant will provide an unconditional release for any and all amounts due upon

receiving payment from the City. The City will contact Consultant not later than 30 days of receipt of any invoice which is in dispute.

TERM

- A. This Agreement will take effect immediately upon signing by both parties and will remain in effect until September 30, 2018 with the option to extend the agreement for up to two (2) additional one (1) year fiscal periods.
- B. This Agreement may be terminated by the City without cause by giving 30 days' written notice to the Consultant. If this Agreement is terminated by the City, Consultant will be compensated for such services up to the point of termination based on the work completed to such date. Consultant may terminate this agreement by providing the City with written notice, at least 60 days in advance of such termination. If this Agreement is terminated by the Consultant, the Consultant will be compensated for services up to the point of termination, based on the work completed to such date.
- C. Consultant will perform the services under this Agreement in a skillful and competent manner and according to the standards observed by a competent practitioner of the work in which Consultant is engaged. Services provided pursuant to this Agreement will be provided in a substantial, first class, and workmanlike manner to conform to the standards of quality normally provided in the field.

INSURANCE

- A. Consultant will neither work under this Agreement until it has obtained all insurance required hereunder from a company or companies rated A or better, nor will Consultant allow any additional Sub-Consultant to commence work for any part of this agreement until all insurance required of this Agreement (as outlined below) has been obtained.
- B. Throughout the term of this Agreement, at Consultant's sole cost and expense, Consultant will keep, or cause to be kept, in full force and effect, for the mutual benefit of the City and Consultant the following insurance policies:
 - General Liability Insurance – Providing protection of \$1,000,000 per occurrence / \$2,000,000 annual aggregate against claims and liabilities for personal injury, death, or property damage arising from Consultant's activities.
 - Professional Liability Insurance – Providing protection for at least \$2,000,000 per occurrence/annual aggregate against claims and liabilities of the Consultant.
 - Automobile Liability Insurance – Providing protection for at least \$1,000,000 combined single limit.
 - Worker's Compensation Insurance – In accordance with the provisions of the laws of the State of Georgia.

All insurance required by this Agreement will be carried only with responsible insurance companies licensed to do business in the State of Georgia. General and Auto Liability policies will name the City, its officers, agents and employees as additional insured.

INDEMNIFICATION

The Consultant shall defend, indemnify and hold harmless the City, its officers, directors, employees, and agents from and against all Claims, causes of action, demands, damages, fines, fees, settlements, judgments, losses, costs, expenses, reasonable attorneys' fees, reasonable accountant fees and any other amounts that the City becomes legally obligated to the extent arising out of Consultant's or any Sub-Consultant's negligence, gross negligence or willful misconduct in the performance of its obligations under this Agreement. The City shall defend, indemnify and hold harmless the Consultant, its officers, directors, employees and agents from and against all Claims, to the extent arising out of the City's gross negligence or willful misconduct under this agreement.

NONDISCRIMINATION BY CONSULTANT

Consultant represents and agrees that Consultant does not and will not discriminate against any sub-consultant, employee, or applicant for employment because of race, religion, color, gender, handicap, or national origin. Such nondiscrimination will include, but not be limited to, the following: employment, upgrading, promotion, demotion, transfers, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

OWNERSHIP OF DOCUMENTS

Consultant agrees that all original documents, plans, reports, data and other materials developed during the course of providing the services specified in the Agreement will be the property of the City and will be provided by the Consultant to the City upon their completion.

CONSULTANT'S RECORDS

Consultant will keep records and invoices in connection with its work to be performed under this Agreement. Consultant will maintain complete and accurate records with respect to the costs incurred under this Agreement. All such records will be clearly identifiable. Consultant will allow a representative of the City during normal business hours to examine, audit, and make transcripts or copies of such records. Consultant will allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of five years from the date of final payment under this Agreement.

ENTIRE AGREEMENT

This Agreement supersedes any and all agreements, either oral or written, between the parties hereto, and contains all of the covenants and agreements between the parties with respect to rendering of services described herein. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made with regard to such services by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise regarding such services not contained in this Agreement will be valid or binding. Any modification of this Agreement will be effective only if it is in writing and signed by the party to be charged.

COMPLIANCE WITH THE LAW

- A. Consultant, its employees, agents and sub-consultants shall comply with all federal, state and local laws regarding business permits and licenses that may be required to carry out the work performed under the Agreement. Consultant and Consultant's personnel shall also comply with all City policies and standards in effect during the performance of the Agreement, including but not limited to the City's policies and standards relating to personnel conduct, confidentiality, and ethics. Further, the provisions of O.C.G.A. § 45-10-20 *et seq.* have not and will not be violated under the terms of this Agreement.
- B. Consultant warrants and represents that it is, and will remain, in compliance with all State laws governing public contracts.

GOVERNING LAW AND VENUE

- A. This Agreement will be governed by and construed in accordance with the laws of the State of Georgia.
- B. In the event of a dispute amongst the parties, the parties agree first to try in good faith to settle the dispute by mediation administered by JAMS prior to resorting to litigation. Costs of any mediation proceeding shall be shared equally by all parties. In the event the parties are unable to resolve their dispute through mediation, Fulton County will be the venue for any legal proceedings, including arbitration, or court actions that are initiated regarding this Agreement.

BREACH OF AGREEMENT

If the Consultant defaults in the performance of any of the terms or conditions of this Agreement, it will have ten days after receipt of written notice of such default in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within ten days, the City will have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity, or under this Agreement. The failure of the City to object to any default in the performance of the terms and conditions of this Agreement will not constitute a waiver of either that term or condition or any other term or condition of this Agreement.

ATTORNEY'S FEES

If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorney's fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that party may be entitled.

SEVERABILITY

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

City of South Fulton

Charles Abbott Associates, Inc.

William "Bill" Edwards

Rusty R. Reed

Print Name

Print Name

Signature

Signature

Mayor

CEO/President

Title

Title

ATTEST:

Mark Massey
City Clerk



ITEM # Reg 2017-018 ON 5/23/2017
REGULAR MEETING